

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LAKE COUNTY, MONTANA

AND

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
(AFSCME), MONTANA COUNCIL NO. 9

**LOCAL 3283**  
SOLID WASTE PROGRAM EMPLOYEES

July 4, 2021 To June 30, 2024

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THIS AGREEMENT, made and entered into this 4th day of July 2021, by and between Lake County, Montana, which is hereinafter called the Employer, and the American Federation of State, County, and Municipal Employees, AFL-CIO, its Montana Council No. 9, and its Local #3283, which is hereinafter called the Union.

#### **WITNESSETH:**

WHEREAS, the parties hereto have reached an agreement concerning salaries and other conditions of employment as a result of collective bargaining and for the purpose of providing for the peaceful settlement of problems that may arise and to promote harmony and cooperation between the Employer and the Union to their mutual benefit;

In consideration of the mutual covenants herein set forth, the Employer and the Union agree and shall be bound as follows:

#### **ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the certified bargaining representative for the purposes of collective bargaining with respect to rates of pay, hours of employment and other terms and conditions of employment for all employees of the Solid Waste Program employed by Lake County, Montana; excluding temporary employees, seasonal employees, all appointed and elected officials, supervisors and confidential employees as defined by the Montana Public Employees Collective Bargaining Act (Title 39, Chapter 31, Montana Code Annotated) and as certified by the State of Montana in Unit Determination No. 18-98.

#### **ARTICLE II UNION SECURITY**

##### Section 1.

The Employer recognizes the right of members of the Unit to organize, join, and support a Union for purposes of engaging in collective bargaining. The Employer agrees to withhold bi-weekly payroll deductions for the purpose of paying Union dues or representation fees for those employees who so authorize as prescribed by, See Section 39-31-203, MCA.

The Employer shall make available to the Union President each new employee hired, including name, date, position filled and rate of pay within 30 days of hire. The Union President shall be allowed a minimum of thirty (30) minutes in which to introduce the Union Contract, dues structure, answer questions and obtain signed dues deduction cards.

#### **ARTICLE III DUES ASSIGNMENT**

Section 1. The Employer agrees to recognize one (1) shop steward and one (1) alternate shop steward. Such Steward, or any designated alternates, shall be designated in writing to the Employer by the Union. The Employer agrees to deal with the designated steward, until a successor is named in writing or his/her authority is revoked in writing by the Union.

Section 2. Dues will be deducted by the Employer from the employee's wages upon written authorization by the employee. Such authorization shall be prepared by the Union and submitted to the Employer.

## ARTICLE IV SENIORITY

Section 1. Seniority shall be defined as the length of an employee's total service of employment with the Solid Waste Department.

Section 2. All employees hired after the effective date hereof shall be considered probationary employees until they have been employees of the employer for one hundred-eighty (180) calendar days after their first day of work. While such employee is a probationary employee the Employer, with or without reason, may terminate him/her without any recourse to the grievance provisions of this Agreement. After the satisfactory completion of the probationary period, each employee shall be considered an employee eligible for the purposes of pay and benefits, as defined in the Lake County Employee Operations Manual and shall accrue seniority from the date of his/her first day of work.

Section 3. Layoffs caused by reduction in force shall be by classification in order of seniority within the Solid Waste Department. Classifications are defined in addendum A of this agreement. An employee subject to layoff may, by written notification to the employer within ten (10) days of receipt of notice of impending layoff, bump the least senior employee in the Bargaining Unit when the employee subject to layoff is more senior and possesses the qualifications necessary to perform the duties required. Employees who are scheduled to be laid off shall be given at least twenty (20) working day's notice. All recalls to employment shall likewise be in order of seniority within the Department; that is, the last employee released as a result of reduction in force shall be the first rehired when there is an increase of employees within the Department. The Employer shall notify such employees by certified mail of its intention to rehire and then will furnish the Union of a copy of such notification. If such employee fails to notify the Employer within five (5) working days of his/her intentions to return to work, the employee shall be considered as having forfeited his/her right to re-employment.

Section 4. When a vacancy occurs or a new job is created, the Employer will post a notice of such vacancy at each shop location and such posting shall remain for a period of five (5) working days. All such postings shall include the location and title of the vacant position, minimum qualifications, assigned hours of work and days of rest; starting pay amount; whether the position is permanent or temporary, and if temporary, how long the employee(s) can expect it to continue; the last date when applications will be accepted, and the starting date of the position. When two or more applicants with equal qualifications, training and job performance have applied for the same position, seniority will be the determining factor.

Section 5. Seniority will be terminated when an employee:

- A. Quits for any reason; or
- B. Is discharged for just and proper cause; or
- C. Fails to report to work promptly after layoff (within five (5) working days) after receipt of a certified notice sent to the last known address to report to work; or
- D. Is absent because of a layoff for a period of eighteen (18) months; or
- E. Overstays a leave of absence or vacation without notifying the County unless such notification proves impossible; or
- F. If, after an incapacitating injury while on the job, an employee fails to return to work as soon as released for work by the attending doctor.

Section 6. Part-Time and temporary employees will be laid off before any full-time, permanent employees who have completed the probationary period.

Section 7. When a senior permanent employee, who has applied for a bulletin position, is not assigned thereto, he/she shall upon written request, be entitled to be advised in writing the reason he/she did not receive the assignment.

Section 8. In addition to the provisions contained in Article IX, Section 3, Employees will bid on vacation time by seniority within their classification during the month of January of each year. Thereafter, employees will be assigned on a first come first served basis. Employees who wish to change or cancel their vacation must give a fourteen (14) day notice.

## **ARTICLE V MANAGEMENT RIGHTS**

All management rights, functions, responsibilities, and authority not limited by the express terms of this agreement are retained by the Employer and remain exclusively within the right of the Employer.

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

Section 1. The workweek for the purposes of this Agreement shall be five (5) consecutive days immediately followed by two (2) days off. The normal hours of work shall be from 7:00 a.m. to 3:00p.m. for truck drivers, 8:00 a.m. to 5:00 p.m. for Landfill Operators, 7:00am to 3:30pm for Transfer Station Operators and 7:00 a.m. to 5:30 p.m. for Monitors; however, such hours may be changed during the summer months-if agreement is reached between the Employer and the Union. Transfer Station Operators and Monitors will have a thirty (30) minute unpaid lunch period to be taken midway in the workday; Landfill Operators will have a sixty (60) minute unpaid lunch period to be taken midway in the workday. Nothing in this section shall prohibit the employer from establishing a forty (40) hour workweek consisting of four (4) consecutive ten (10) hour days (4/10 schedule). Employees will be provided a minimum of five (5) days notice prior to changing (to or from) a 4/10 schedule unless otherwise mutually agreed to by the affected employees. In the event the employer establishes a 4/10 schedule, scheduling shall be subject to management discretion and the needs of the department.

Section 2. Scheduled overtime will be offered to employees by seniority within their classification.

Section 3. Full time employees shall be paid at a rate of one and one-half (1 1/2) times their base hourly rate for all hours worked in excess of their scheduled shift. Employees must receive prior approval by the Administration or in the absence of any administrator, the shift supervisor, to work any non-emergency overtime. Upon receipt of prior approval, the employer may not unilaterally adjust an employee's regularly scheduled shift to avoid the payment of overtime under this Section. Failure to obtain prior approval for non-emergency overtime may result in disciplinary action. Employees covered by this agreement shall, at the employee's option and in lieu of the monetary compensation for overtime, receive compensatory time off with pay at a rate of one and one-half (1 1/2) hours of compensatory time for each overtime hour worked. After the employee has accumulated forty (40) hours of compensatory time under the terms of this Section, the employee shall be paid for all further overtime in accordance with this Section.

Section 4. No bargaining unit work will be performed by any employees from outside of the bargaining unit unless due to an emergency situation. Emergency situation is defined as: Sudden, usually unexpected occasion calling for immediate action.

Section 5. No bargaining unit Employee shall be required to work a split shift during the workday.

Section 6. When computing overtime, holidays, sick leave, jury duty leave and annual leave taken during the workweek will be considered as time worked.

Section 7. If an Employee is called out on his/her normal day off or holiday, each and every call out shall be for a minimum of two (2) hours. The Employee will be paid for each hour worked at the regular rate of pay or if overtime at one and one half (1 1/2) times the regular rate.

Section 8. Operators, drivers, and monitors will receive \$.50 per hour more when they work on Sundays.

## **ARTICLE VII HOLIDAYS**

1. New Year's Day January 1st
2. Martin Luther King Day 3rd Monday in January
3. President's Day 3rd Monday in February
4. Memorial Day last Monday in May
5. Independence Day July 4th
6. Labor Day 1st Monday in September
7. Columbus Day 2nd Monday in October
8. Veteran's Day November 11th
9. Thanksgiving Day 4th Thursday in November
10. Christmas Day December 25th
11. General Election Day for the State of Montana

If any of the above enumerated holidays fall upon a Sunday, the Monday following is a holiday. If the holidays fall upon a Saturday, the Friday before the Saturday shall be the holiday with the exception of Christmas and New Year's Day.

Part-Time employees shall be granted holidays on a pro-rated basis.

Should an employee be required to work on any of the holidays specified in this section, he/she may elect to take a day off in lieu thereof, if agreed to by mutual consent with the employer. Holiday pay is to be defined as an employee's regular rate of pay.

Any bargaining unit member who is scheduled for a day off on a day, which is observed as a legal holiday, shall be entitled to receive a day off within the pay period.

\*Article VIII through Article XI are as per Lake County Employee Operations Manual January 02, 2017 as revised. In the event that any conflict between this Agreement and the operations Manual arise, the Operations Manual shall prevail. In the event the Employer wishes to amend or otherwise modify the Operations Manual during the term of this Agreement, the Union agrees to meet for the purpose of bargaining over such modifications that may affect Article VIII through Article XI.

## **ARTICLE VIII FAMILY AND MEDICAL LEAVE**

Section 1. In compliance with the Federal Family and Medical Leave Act (FMLA), the County provides unpaid leave of absences to eligible employees so that they may take time off from work for family and/or certain health reasons. This policy will be maintained in accordance with Federal Law and signs are posted throughout Lake County. Any changes to the policy will be distributed to each employee upon adoption.

## **ARTICLE IX VACATION**

### Section 1. Eligibility

All permanent and temporary employees shall earn vacation leave credits from the beginning of employment and shall be entitled to take vacation leave with pay after six (6) calendar months of continuous County services. See Section 2-18-611 (1), MCA. Part time employees accrue vacation leave credits on a pro-rated basis. Short-term (emergency) employees do not earn vacation credits. An Employee who terminates employment is entitled to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. Vacation leave will be paid out to eligible terminated employees on the next payday for the period in which the termination occurs or within fifteen (15) calendar days of termination, whichever occurs first.

### Section 2. Vacation Leave Credits Accrual

Vacation leave credits shall be earned in accordance with the schedule and conditions set forth, See Section 2-18-612, MCA. An employee shall not accrue vacation leave credits while on leave without pay. See Section 2-18-611 (4) MCA. For purposes of determining employee's annual vacation leave credit rate, employees shall be responsible for notifying the Payroll Coordinator in the office of the Lake County Finance Department of all prior State, County, and City employment. Employees shall not be entitled to retroactive accrual of annual vacation leave credit.

### Section 3. Request for Vacation

Accrued vacation leave shall be taken at a time that is mutually agreed upon by the employee and Department Head. Requests for vacation time must be submitted to the Department Head, in writing, at least forty-eight (48) hours prior to the commencement of the period requested, unless exigent circumstances exist. Every consideration will be given to the Employee's preference of dates, but scheduling of vacation times will be subject to the needs of the department or County. See Section 2-18-616, MCA

### Section 4. Maximum Annual Accumulation of Vacation Leave Credit

Each eligible Employee may accumulate annual vacation leave credits to a maximum of twice the number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is forfeited if not taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued, See Section 2-18-617, MCA.

### Section 5. Personal Leave Day

Effective July 1, 2009 each permanent, full-time employee who has completed six (6) months of

continuous service with Lake County shall be eligible for eight (8) hours personal leave with pay per fiscal year. Scheduling personal leave shall be accomplished in cooperation between the employee and the department head in the best interest of the employer and employee. The employee shall provide at least forty-eight (48) hours notice when requesting personal leave with pay. There shall be no cash reimbursement for unused leave at any time. Personal leave shall not be subject to accrual from year to year.

## **ARTICLE X SICK LEAVE**

### **Section 1. Eligibility**

All permanent and temporary employees shall earn sick leave credits from the commencement of employment. Employees are not entitled to the use of sick leave until they have been continuously employed ninety (90) days. Part time employees shall earn pro-rated sick leave credits from the commencement of employment. Employees are not entitled to the use of sick leave until they have been continuously employed for ninety (90) days regardless of the number of hours worked. Short-term (emergency hire) employees do not earn sick leave credits.

### **Section 2. Sick Leave Credit Accrual**

Sick leave credits shall be accrued at the end of each pay period at the rate of twelve (12) working days per year. See Section 2-18-618 (1), MCA

### **Section 3. Accumulation of Sick Leave Credits**

There shall be no limit to the amount of sick leave which may be accumulated during the course of an employee's service to the County. An employee will not accrue sick leave while on leave without pay. See Section 2-18-618 (2), MCA

### **Section 4. Application of Sick Leave**

4.1 Employees who become ill or injured will be paid for all days lost to the extent of their accrued sick leave. The Department Head may require the employee to furnish a doctor's certification of illness or injury before approving the sick leave.

Sick leave shall not be taken for employee absence caused by an employee's inability to get to work due to weather conditions or other non-health related reasons.

4.2 Other than as provided in this Section, employees may take up to forty (40) hours sick leave in any one (1) calendar year for the following:

(a) A serious medical affliction to one of the employee's immediate family requiring the employee's presence. Birth of an immediate family member's child (other than a spouse) shall not per se constitute a "serious medical affliction" for purposes of this part and does not qualify for sick leave without prior approval by the Board of County Commissioners.

(b) One (1) paid day of Bereavement leave shall be granted in the case of death in an employee's immediate family. Immediate family shall mean the employee's mother, father, child, stepchild, foster-child, sibling, spouse or spouses parents or any member of the employee's household. Approved bereavement leave of more than one (1) day as provided in this Section (a) shall be chargeable to

sick leave up to a maximum of fifty-six (56) hours in any twelve (12) month period.

(c) In the event of a funeral/memorial service other than for immediate family, employee's shall be granted eight (8) hours unpaid leave for services within Lake County and eight (8) hours unpaid leave for services outside Lake County. Leave under this section (b) may be chargeable to sick leave or vacation upon prior management approval.

(d) Leaves, which qualify under sections 4.6 (if authorized by the Board of County Commissioners.)

4.3 Should an employee become ill during his/her vacation, the employee may take sick leave for the period of his/her illness in lieu of vacation leave upon the condition that a Doctor's certification of illness or injury is provided to the Board of County Commissioners upon the employee's return to work.

4.4 Any abuse of sick leave will result in loss of sick leave pay and will constitute grounds for discharge and forfeiture of the lump sum payments provided for herein.

4.5 Sick leave credit hours may be donated by individual employees to benefit other employees up to a maximum of one hundred-sixty (160) hours in any twelve (12) month period. Employees receiving a donation must have exhausted all other accrued leave to be eligible for donations under this section. The maximum amount an employee may receive will be equivalent to three (3) months of paid leave in any twelve (12) month period. The donor employee's accrued sick leave shall be debited by multiplying the number of hours to be donated by the donor employee's hourly rate of pay. The employee receiving the donation shall receive that amount divided by their current hourly rate which will be converted to hours to the nearest half hour. A donor employee must have a balance of at least forty (40) hours after any donation is made.

4.6 Employees shall be given leave with pay for the death of an immediate family member chargeable to sick leave up to a maximum of fifty-six (56) hours in any twelve (12) month period. In the event the employee has exhausted sick leave for death of an immediate family member as defined in Section 4.2 (a), and all vacation leave is exhausted, any additional leave granted for the purpose here provided shall be leave without pay.

#### Section 5. Lump Sum payment Upon Termination of Employment

5.1 Upon termination of employment, an employee is entitled to a lump sum payment equal to one fourth (1/4) of the pay for unused sick leave provided that the employee has worked the three (3) month qualifying period. However, an employee transferring between departments within the County shall not be entitled to a lump sum payment. Lump sum payment will occur on the next payday for the period in which the termination occurs or within fifteen (15) calendar days of termination, whichever occurs first.

5.2 An employee who receives a lump sum payment and who is again employed by the County shall not be credited with any sick leave for which compensation has been received.

#### Section 6. Employee Notification Responsibility

It is the responsibility of each employee to notify his/her supervisor of the illness and inability to report

for duty. Each department shall establish a specific notification procedure.

## **ARTICLE XI OTHER LEAVE WITH PAY AND WITHOUT PAY**

### **Section 1.** Jury Duty and Court Appearance leave

When an employee receives a summons to jury duty or witness subpoena, he/she will immediately report this information to his/her immediate supervisors and show the summons or subpoena. Each employee who is under proper summons as a juror, prospective juror or subpoenaed to serve as a witness by any legally constituted court or governmental unit shall collect all fees and allowances payable as a result of the service and forward the fees to the Lake County Treasurer. Juror fees shall be applied against the amount due the employee from the County, and the employee shall receive full regular compensation.

However, if an employee elects to charge juror time off against vacation leave, the employee shall not be required to remit the juror fee to the County. In no instance is an employee required to remit to the County any expense or mileage allowance paid him/her by the Court. Section 2-18-619, MCA.

### **Section 2.** Military Leave

A county employee who is a member of the organized militia of this State or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least six (6) months must be given leave of absence with pay accruing at a rate of fifteen (15) working days in a calendar year for performing military services. Unused military leave must be carried over to the next calendar year but may not exceed a total of thirty (30) days in a calendar year. Section 10-1-1009, MCA.

### **Section 3.** Administrative Leave

A department head or elected official may authorize administrative leave up to a maximum of forty (40) hours. The Board must be notified immediately of all administrative leave action. A request for administrative leave of more than forty (40) hours must be submitted in writing to the Board. A department head or elected official must receive written authorization from the Board to place any employee on administrative leave for any period over the forty (40) hour maximum. During a period of administrative leave, an employee shall continue to receive all benefits accumulating to that employee, including pay, as if the employee had been reporting to work his or her regular hours. If the employee is a full-time employee, he or she will only be entitled to pay equivalent to a forty (40) hour workweek.

### **Section 4.** Leave of Absence Without Pay

#### **4.1 Education Leave**

Leave without pay may be granted by the Board to all employees for up to one (1) year to enable an employee to pursue a full-time, formal education program. The employee's right to return to his/her position in County service shall be contingent upon the availability of an appropriate position.

#### 4.2 Extended Leave of Absence

With approval of the board, permanent full or part time employees shall be entitled to take a leave of absence without pay for the reasons associated with extended illness or personal injury of the employee, provided that the employee furnishes medical verification, or for the death of a spouse or child.

#### 4.3 Other

Leave without pay may be granted for up to a maximum of three (3) calendar months from the first day of approved leave for reasons other than those set forth above. Such leave is subject to Board approval upon written recommendation of the department head. Request to department head must be made at least one (1) month prior to the first day of proposed leave. Leave without pay for five (5) days or less may be granted by department head without approval of the Board.

#### 4.4 Military Leave for Active Duty

Shall be governed by state and federal laws.

#### 4.5 Voluntary Emergency Service Leave

A department head, or elected official serving in the capacity of a department head, may grant an employee up to forty (40) hours in a calendar year of unpaid voluntary emergency service leave without loss of benefits. The leave must be documented as voluntary emergency service leave on an employee's time card.

Such leave shall only be granted if the employee:

- (a) is responding to a disaster or emergency occurring in Lake County or a county in which Lake County has entered into a mutual aid agreement;
- (b) regularly serves as an auxiliary officer, as defined by Section 7-32-201, MCA, or as a volunteer to the authority that calls upon the employee for assistance; and
- (c) is called to serve by any of the following:
  - (1) a law enforcement agency;
  - (2) a fire department;
  - (3) a fire company that is organized and funded by a county, rural fire district, or rural fire service area; or
  - (4) A sheriff or a sheriff's designee acting in conjunction with a search and rescue unit established pursuant to Section 7-32-235, MCA.

### **ARTICLE XII HEALTH, SAFETY AND WELFARE**

Section 1. Worker's Compensation Insurance - The Employer shall carry Industrial Accident Insurance on all employees. Employees must, within seventy-two (72) hours, report in writing all personal injuries received in the course of employment to their immediate supervisor.

Section 2. The Employer shall continue in effect its retirement program as provided for and specified in the statutes of Montana. The Employer shall continue in effect its present health insurance program and agrees to pay the single employee contribution rate for said health insurance premiums.

Section 3. Lake County will consider Safety Training specifically requested by the Bargaining Unit.

Section 4. The Board of County Commissioners will meet with the Shop Steward at least once per year to discuss safety and working conditions and any other problems and attitudes that might arise. The time and dates are to be mutually agreed upon by both parties.

Section 5. Employees may request on-the-job training on currently used equipment and in areas in which the employee believes he/she needs improvement. Such training shall take place when and where it does not interfere with the regular work routine, and in no way obligates the Employer to any additional expense. Training may be provided by the Employer. A sign-up sheet will be posted for Employees to sign up for training opportunities.

### **ARTICLE XIII GRIEVANCE AND ARBITRATION**

Section 1. A grievance is any controversy between the parties to this AGREEMENT that pertains to: one (1) any matter involving interpretation of this AGREEMENT, and two (2) any matter involving a violation of any of the provisions of this AGREEMENT. The parties agree that the UNION may pursue all complaints through the appropriate channels.

Section 2. Failure to file or advance any grievance within the time periods set forth in this Article shall constitute a waiver of the grievance. No bargaining unit member shall serve as the EMPLOYER'S designee in terms of responding to or adjusting grievances as outlined in this Article.

Section 3. The EMPLOYER and the employee shall attempt to adjust all grievances that may arise during the course of employment in the following manner.

#### **STEP 1:**

An employee alleging a contract violation shall meet with the Department Head or designee within ten (10) days of the event or action giving rise to the grievance, to attempt to resolve the grievance informally.

If the grievance is not resolved in the above meeting, the grievance shall be presented in writing to the Department Head or designee within ten (10) days of the above meeting date. The grievance must include the specific contract provision or provisions allegedly violated, and the specific remedy sought. The Department Head shall issue a written decision within ten (10) days after receipt of the written grievance.

#### **STEP 2:**

In the event the grievance is not resolved in STEP 1, the decision rendered may be appealed to the Board of County Commissioners, provided such appeal is made in writing within five (5) days after receipt of the decision in STEP 1. Within ten (10) days after receiving the appeal, the grievant shall meet with the Board County Commissioners to attempt to resolve the grievance.

If a grievance is properly appealed to the Board of County Commissioners, the Board or the Board's designee shall issue a written response within ten (10) days after receiving the grievance.

**DAYS:** Reference to days regarding time periods in this procedure shall refer to weekdays

excluding Saturdays, Sundays and holidays.

COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Time limits as designated in this Article may be extended by mutual agreement between the parties involved in the grievance.

STEP 3: In the event the Union is not satisfied with the decision of the Board of County Commissioners, the Union may file a notice of intent to arbitrate with the Board of County Commissioners within fifteen (15) days following the issuance of the Board of County Commissioner's decision at Level 2. The parties, shall within five (5) days after delivery of the notice of intent to arbitrate, request a list of seven (7) names of arbitrators who are also panelists with the American Arbitration Association or members of the National Academy of Arbitrators from the Montana Board of Personnel Appeals. The parties shall then select an arbitrator by striking names from the list in alternate order, with the Union striking first.

Each Party will bear its own costs and expenses in any such arbitration proceeding and each party will pay fifty percent (50%) of the full cost of the arbitrator's and any separate arbitration fees (e.g., the arbitrators out of pocket per diem charges) The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided by the parties.

The Arbitrator shall hear the grievance and shall render a written decision as soon as is practical following the hearing.

The Arbitrator shall not have the power to detract, modify, or amend this AGREEMENT in any way.

The decision of the Arbitrator shall be final and binding on both parties.

Section 4. Due Process: Lake County, as the employer, will insure that any affected employee covered by this Agreement will be informed of any disciplinary action and the reason (s) for such action before discipline is meted out. The affected employee(s) will have an opportunity to respond to the alleged actions upon which the discipline is based to defend or explain the employees' behavior or action.

Section 5. Just Cause: Any disciplinary action taken against employees covered by this Agreement will be for reasons related to employees' job duties, job performance, working relationships or other work related behavior. Just cause is determined by an alleged act or actual violation of county standard, policy, or order of which the employees would reasonably be expected to have prior knowledge.

## ARTICLE XIV BULLETIN BOARD

The Employer agrees that the Local Union may have access to bulletin boards in convenient places in each work area to be used by the Union.

## ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1. It is not the intent and purpose of this Agreement to require an employee to use or furnish a personal vehicle. However, would it be necessary, in an emergency situation, the employee will be compensated at the current rates set by the State of Montana.

Section 2. Should the Employer require that employees use safety equipment, such safety equipment will be supplied to the employees at no cost to the employees.

Section 3. Each non-probationary employee shall receive an allowance of three hundred seventy-five dollars (\$375.00) per year to be used for the purchase of job-related apparel (including prescription eye glasses). Payment shall be made in January of each year. Probationary employees will receive one half (1/2) of the allowance with their first paycheck. An additional one half (1/2) will be paid with the first paycheck following successful completion of their probationary period.

Section 4. No Lake County employee shall be allowed to operate County vehicles or equipment requiring a Commercial Drivers License (CDL) to operate without first having obtained the proper class of CDL. If the County requires the license, the County shall pay for the difference in fees between an Operator's license and a CDL at the time of required license renewal.

Section 5. Job Descriptions - The County will define duties in each job description.

Section 6. Employees who are called into work while on approved vacation shall receive two and one half times (2 1/2) the regular rate of pay for all hours worked.

Section 7. Payment for Freon removal from refrigeration units shall be made to certified employees. Upon becoming certified, employees who work on the designated Freon removal day will be assigned Freon removal duties on an equal basis. Payment shall be based on completed documentation certifying proper removal. Payment shall be paid at two dollars (\$2.00) per unit processed and paid to the signatory or signatories to the removal documentation.

Section 8. The Employer and the Union endorse the goal of a constructive and cooperative relationship. To foster such a relationship, a Labor-Management Committee will be established as an amicable communications link where concerns may be identified. The Purpose of the committee is to provide communication between the parties, to share information and concerns and to promote constructive, meaningful and cooperative labor-management relations.

Either party may propose items for discussion on topics which may include, but are not limited to: administration of this agreement, changes to applicable law, legislative updates, organizational change, improvement of systems and processes, resolving workplace and service delivery problems, quality of work life for employees, and/or productive and efficient service delivery. While topics for discussion are unrestricted, the committee shall strive to concern itself with significant problems and concerns affecting a majority of employees. Meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this

agreement. The Employer agrees to notify the Union reasonably in advance of anticipated actions which affect the working conditions of the employees subject to this agreement.

Meetings will be held with ten (10) days written notice, complete with an agenda, by either party up to four (4) times per year (two (2) for the Employer and two (2) for the Union). Additional meetings may be held by mutual agreement of the parties. During the first year of this Agreement a County Commissioner shall serve as the chairperson for all meetings under this provision. The Union will provide the Employer with the names of its Committee members in advance of the date of the meeting in order to facilitate the release of the employees. Employees attending committee meetings during their work time shall have no loss in pay. Attendance at meetings during an employee's non-work time will not be compensated for or considered time worked. The Committee may invite appropriate resource persons to assist in matters brought before it.

## **ARTICLE XVI SAVINGS CLAUSE**

If any section, subsection, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal law, the remainder of this Agreement shall not thereby be affected or invalidated.

## **ARTICLE XVII COMPENSATION**

### **Section 1.**

Effective July 4, 2021 all current Solid Waste employees will receive thirty cents (\$.30) per hour increase to their base pay.

Since we are eliminating Article XV Miscellaneous Provisions, Sections 5, 7, 8, and 11, which provides for an additional one dollar (\$1.00) per hour, employees who are currently receiving these additional pay amounts, will receive a one dollar and thirty cents (\$1.30) per hour increase to their base pay.

Existing employees step increments are as follows:

Six (6) months completion of probation fifty cents (\$.50)

One (1) year anniversary fifty cents (\$.50)

On your two (2) through ten (10) year anniversaries twenty two cents (\$.22)

If hired on or before July 1, 2009, anniversaries year eleven (11) through fifteen (15) twenty two cents (\$.22)

New hire pay rates will be as follows:

Lead Driver-Operator-Mechanic	\$21.870
Driver-Operator-Mechanic	\$20.870
Lead Monitor	\$18.400
Monitor Operator	\$17.400
Monitor	\$14.630
General Laborer	\$12.000

Step increments will be:

Six (6) months completion of probation fifty cents (\$.50)

## Amended Compensation CBA Local 3283

One (1) year anniversary fifty cents (\$.50)

On your two (2) through ten (10) anniversaries twenty two cents (\$.22)

Annual COLA will be applied to the base wages.

**Employees who have completed one (1) year of employment with the Department shall receive a one hundred dollar (\$100.00) payment in recognition for their service to the Department. Such payment shall be made during the first pay period of December of each year and will be paid by separate check.**

### ARTICLE XVIII NO STRIKE / NO LOCKOUT

There shall be no strikes, slowdowns, or work stoppages on the part of the Union, and there shall be no lockouts by the Employer during the term of this agreement.

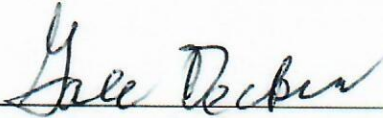
### ARTICLE XIX Termination and Renewal

Section 1. Term of Agreement - This Agreement shall become effective and be in full force from July 4, 2021, and shall remain in full force and effect to and including June 30, 2024. This Agreement shall remain in effect from year to year thereafter, unless one of the parties serves a written notice of termination or proposed change upon the other party on or before March 15, 2024.

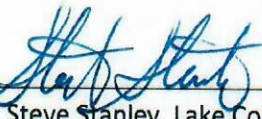
FOR THE EMPLOYER:



William D. Barron, Chairman  
Lake County Board of Commissioners



Gale Decker, Lake County Commissioner

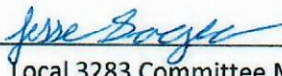


Steve Stanley, Lake County Commissioner

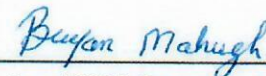
FOR THE UNION:



Justin Damm, President  
Local 3283 AFSCME MT Council 9 AFL-CIO




Local 3283 Committee Member



Local 3283 Committee Member

Local 3283 Committee Member



John Wiser, Western Field Representative

## Addendum A

Lake County Solid Waste Safety Incentive Program 10/01/13

### **Lake County Solid Waste Safety Incentive Program**

Lake County Solid Waste's safety incentive program is intended to emphasize certain values and goals. Milestones and recognition focuses on the goals established in this program. Programs are progressively structured. Greater awards/recognition will result from increased achievement or performance.

The Lake County Solid Waste Safety Committee shall consist of two members of management, two members of labor, and the County Human Resources Officer.

#### **Scope of Program**

The objective of this program is to cultivate a safety culture that meets Lake County expectations and goals of Zero Incident Performance. Considerations in attaining the program objectives are based on four elements.

- Incident Free Performance: This incentive program is intended to reinforce the goals and objectives of Lake County. The objective for all employees is Incident Free Performance.
- Performance Feedback: To the extent that individual employees meet the objective of Incident Free Performance this performance will be recognized both at the individually and department level.
- Behavior Basis: This project incentive program is another means to promote a behavior based safety culture and reinforce safe behaviors and ownership in the safety program.
- Near miss reporting: In order to encourage near miss reporting and behavior observations, this program will not include these reports (provided they do not otherwise meet the criteria established below) against the Incident Free Performance objective for purposes of this program.

Incident free work is defined as follows:

- No injury resulting in medical or lost time cases
- No property or equipment damage incidents exceeding \$500
- Normal wear-and-tear, first aid injuries, or illnesses will **NOT** be considered incidents.

Supervisors are charged with recognition through reporting of safe behaviors and acts of employees as well as recognition and correction of situations of task hazards that could without appropriate risk assessments and controls place employees at risk of injury or damage to equipment and property.

The scope of this program includes the following types of accidents:

- Injury or illness accidents include any accidents that result in a recordable case
- Vehicle, equipment or any other property damage accidents including any work related accidents, which result in more than \$500 in damages. Unreported damage will be attributed to all staff.
- confined space entry incidents/accidents,
- lock-out, tag-out incidents/accidents,
- accidents resulting in release of hazardous materials, or
- accidents resulting in breaks of live gas, electric, or fiber optic utilities

Regardless of fault, the above accidents will be attributed to all employees having an active involvement in the accident. In limited cases; where the Program Manager, and the full Safety Committee finds that, an employee was only passively involved in an accident; the accident will not be attributed to that employee.

#### **Employee Responsibilities**

Employees have the responsibility to report/stop situations that would put themselves or their fellow teammates at unnecessary risk or that could damage equipment or property. Each employee is encouraged to submit daily a safety observation and recommendation for resolution that would enhance the successful goal and objective of this plan. These observations and or corrective actions shall be documented on safety observations sheets provided by the safety manager.

#### **Employee Feedback**

- Employees will be encouraged to provide daily feedback on safety issues encountered on the project in the form of safety suggestions, near miss reports, unsafe condition reports and/or behavior observations. The focus will be on identifying potential risks and implementing controls or corrective actions.
- Each month the Program Manager in conjunction with the Safety Manager will identify a select number of safety observations. Criteria for recognition are intended to identify particularly meritorious observations and/or performance of duties. For example, identifying and then correcting an unsafe condition before it results in an incident.

### **Employee Safety Incentives & Awards**

In order to promote the health and well-being of employees and to provide the Lake County Solid Waste Program with an additional way to promote workplace safety practices and an accident-free workplace, employees will be eligible for award incentives through the safety incentive program as outlined below.

The purpose of this incentive is not to provide payment or compensation of employees for work.

This incentive applies to all Lake County Solid Waste Management District employees and projects. Employees are those current employees regardless of status (e.g., part time, full time, permanent, or temporary employees). Discharged or former employees do not qualify for this program.

### **Goals**

There are three recognized safety goals, which will form the basis for incentives.

1. "Zero Accident" or "accident free" performance:  
Individual employees achieve certain milestones (e.g. end of a calendar quarter) without having any accidents as defined in the scope.

The program will recognize the accident free goal using milestones in 2000 man-hour increments through 6000 man-hours (i.e., 2000, 4000, 6000 man-hours) accident free.

2. It is Lake County's goal to maintain the following incident rates:
  - A. Incident Rate (IR) of 3.0. Lake County Solid Waste has set a goal of reducing our total recordable Incident Rate (IR) and sustaining it at a value of 3.0 or less.
  - B. Lost Days Rate (LWIR) of 0.0. It is Lake County's goal to avoid any accidents that result in a lost day of work.
  - C. Accident Rate (AR) of 7.5. The IR value does not include property-damaging accidents (included within the scope of this procedure). Lake County Solid Waste will recognize the computation of a total Accident Rate (AR) that includes all accidents described in the scope of this procedure. It will be calculated in the same manner as the IR using the all accident value instead of the recordable injuries/illnesses value.

Management reserves the right to withhold incentives from individuals that fail to adhere to County or Department policies and procedures. Documented disciplinary actions for failure to follow safety procedures, for example, will be grounds for disqualifying personnel from incentive awards.

3. Employee participation

Lake County encourages the active participation of personnel in the safety of their sites. Contributions to site safety which management recognizes as going beyond normal expectations may also be the subject of awards. Examples include (but are not limited to):

- best safety meeting by a non-management employee in a given period,
- best safety suggestion in a given period, or
- a specific safety action recognized to have prevented or minimized an accident.

**Personal recognition awards**

This component recognizes the personal efforts of each individual employee based on the total number of hours of work performed without an accident. When these milestones are achieved, the employee will receive a "Lake County Solid Waste Safety Award." This award recognizes total hours worked without an accident (continuous hours may be carried forward to future years).

**Team awards program.**

This component is intended to recognize team efforts to accomplish safety goals

**Monetary Incentive Awards:**

All employees subject to this policy shall be eligible for monetary safety incentive awards subject to the qualifications below.

**Qualifications**

To qualify to receive a monetary safety incentive award, employees must meet the following criteria. The qualifying period will be twelve consecutive months running from July 1 to June 30 annually and will be reviewed by the Lake County Solid Waste Safety Committee.

- 1 No injury resulting in medical or lost time cases.
- 2 No property or equipment damage incidents exceeding \$500. Normal wear-and-tear, first aid injuries, or illnesses will NOT be considered incidents.
- 3 First Aid, or Workers compensation cases exceeding \$500 that do not otherwise result in a log incident will NOT be considered an incident for purposes of this incentive.
- 4 No confined-space entry incidents/accidents.
- 5 No lock-out, tag-out incidents/accidents.
- 6 No accidents resulting in release of hazardous materials.
- 7 No accidents resulting in breaks of live gas, electric, or fiber optic utilities.
- 8 Must be an active Lake County employee in Solid Waste as of June 30<sup>th</sup> of the year for which the incentive is awarded.

**Payment**

1. Individual Recognition Awards

Lake County Solid Waste Safety Incentive Program 10/01/13

Each twelve (12) consecutive qualifying month period – \$50.00

Part-time employees shall be paid on a pro-rata basis calculated on a 2080-hour work-year.

Individual monetary incentives shall be paid by separate check.

2. Group

In the event all employees qualify for a twelve-month consecutive period, each employee will receive an additional \$0.05 per hour added to hazard pay for as long as the group maintains the qualifications.

Effective Date: July 1, 2013

FOR THE EMPLOYER:

Ann Brower  
Ann Brower, Chairman  
Lake County Board of Commissioners

William D. Barron  
Bill Barron, Lake County Commissioner

Gale Decker  
Gale Decker, Lake County Commissioner

FOR THE UNION:

John Brooks  
John Brooks, President Local 3283  
AFSCME MT Council 9 AFL-CIO

Scott Lyders 10/14/13  
Scott Lyders, Field Representative  
AFSCME MT Council 9 AFL-CIO